

OH.0-05

AEC LICENSE FILE

ORO
DRAWER 592-3-5R. C. Armstrong, Director
Production Division

March 1, 1957

Herman M. Roth, Director
Research and Development Division

SOURCE MATERIAL LICENSE NO. C-3622

SYMBOL: ORS:SAB

Please ship to the Ohio State University not more than 130 grams of normal uranium in the form of uranyl sulfate solution. This material is available under Benson F. Stringfield, ORNL, and is ready for shipment.

The material will be purchased by Ohio State under their Order No. J-57609, attached. The Ohio State University obtained a specific license, No. C-3622, which would permit them to purchase this material rather than have ORNL furnish it to them under their subcontract.

Since the sulfate will be used by Ohio State in performance of work under their Subcontract No. 937 with ORNL, the preparation and shipping costs will be absorbed by ORNL. Charges for the material should be based on \$40 per kg of contained uranium.

Your assistance in this matter is appreciated.

ORIGINAL SIGNED BY
HERMAN M. ROTH

Herman M. Roth

✓
Enclosure:
SN Order Form (2)

CC: M. H. Woodruff
J. W. Ould
L. D. MacKay

MATERIALS C-3622

T-1318

OFFICE	Res. Serv. Br.	Res. & Dev.				
CORNAME	Beenils	Roth				
DATE	2/28	3/4/57				

October 18, 1956

SOURCE MATERIAL ORDER FORM

This form is to be used by all persons other than Federal agencies ordering source material and services incidental thereto from the Oak Ridge Operations Office of the U.S.A.E.C.

To: U. S. Atomic Energy Commission C/O*		2. Buyers Order No. J-57609
Oak Ridge National Laboratory		3. Date February 14, 1957
Give name and address of AEC facility from which materials or services will be obtained. Ship to:		5. Bill to:
Ohio State University Columbus 10, Ohio		Union Carbide Nuclear Company P. O. Box Y Oak Ridge, Tennessee (Order No. 81X-44934)
Via: Best way as per Oak Ridge		

FROM: Name and address of buyer:

Metallurgical Engineering
Ohio State University
Engineering Experiment Station
Columbus 10, Ohio

The undersigned certifies that procurement and transfer of the material and/or services ordered hereunder are authorized by AEC License No. C-3622 in my possession or are otherwise authorized by regulations in Part , Title 10, Code of Federal Regulations.

Material or Service			
Catalog Item No. (If any)	SOURCE MATERIAL: State isotopic content, physical or chemical form. SERVICE: State service desired incidental to source material ordered or already in the possession of buyer.	Purchase Price	Service Charge
	Not more than 130 gms of normal uranium Cost based on \$40 per kg of contained uranium. Shipping Schedule Container Deposit Total		

This order is subject to the terms and conditions appearing or referred to on the back of this form.

Accepted for the Atomic Energy Commission

Buyer
By: Engineering Experiment Sta.
R. E. Wharton

Herman M. Roth

HERMAN M. ROTH
DIRECTOR
RESEARCH AND DEVELOPMENT DIVISION

Title: Administrative Assistant

WARNING

U.S.C., Sec. 1001; act of June 25, 1948; 62 Stat. 749; makes it a criminal offense to make a willfully false statement or representation to any department or agency of the United States as any matter within its jurisdiction.

Footnote: For details on above contract contact Mr. R. Blumbert

Building 9204-1
Post Office Box W
Oak Ridge, Tennessee

MATERIALS 4
C-3622

TERMS AND CONDITIONS

The term "buyer" as used herein means the person, corporation, partnership, association, firm or other entity which orders the material or services from the Commission. The term "Commission" means the U. S. Atomic Energy Commission or its duly authorized representative. The meaning of the term "source material" as used herein is the same as that stated in Section 11 s. of the Atomic Energy Act of 1954.

The buyer understands and agrees that the Commission may fulfill its obligations under this order through the operator of any of its facilities; that payment for materials ordered and services rendered will be made promptly upon receipt of billing in accordance with instructions furnished therewith.

Materials covered by this order are shipped f.o.b. the AEC facility filling the order. Unless expressly stated in the order, material and services are furnished at prices and service fees as fixed in accordance with the provisions of the Atomic Energy Act of 1954 and in effect on the date of shipment of material or performance of the services, as the case may be. All prices for such material or services appearing in catalogues or price lists issued by the Commission or operators of its facilities are subject to change without notice.

Title to property sold in accordance with this order shall pass to the buyer when such property is delivered to the carrier. When shipment of such property requires the use of returnable Government-owned containers, title to such containers shall remain in the Government and a deposit to insure return of the containers will be made if required. The buyer will keep the containers in good condition, will not use them for any materials other than the materials shipped therein, and will return them to the point of shipment, transportation prepaid.

Neither the Government, the Commission, nor the operator of the AEC facility filling the order will be responsible for:

- (a) any injury to persons or other living things or for damage to property caused by handling shipment, use (including use based on any statement of quantity or of physical or chemical properties), storage, transfer, disposal, or reshipment of, or other act or failure to act in connection with any materials purchased or acquired from the Commission hereunder, it being expressly agreed that, as between the Commission and the buyer, the buyer assumes complete responsibility and liability for any such injury or damage occurring; Provided, however, that if such injury or damage is caused solely by the negligent packing by the Commission or the operator of the AEC facility filling the order, this assumption of liability by the buyer shall not apply;
- (b) any damage to, destruction or loss of, or changes in physical or chemical properties of property furnished by the buyer, either as a result of, or in the performance of any services ordered hereunder.

Neither the Government, the Commission, nor the operator of the AEC facility filling this order makes any express or implied warranty or other representation that the materials furnished under this order (1) will not result in injury or damage when used for the purpose authorized by the Commission, (2) will accomplish the results for which they are requested and authorized by the Commission, (3) are safe for any other use, or (4) have particular physical or chemical properties or are of a particular quantity. The buyer agrees to report promptly any discrepancies between the material supplied and that ordered so that replacement or other appropriate adjustment may be made.

Neither the Government, the Commission, nor the operator of the AEC facility filling the order shall be responsible, irrespective of causes, for the failure of the Commission or the operator of such AEC facility to deliver the material at a specified time or times or to deliver material of specified physical or chemical properties, specified radioactivity, or specified isotopic concentration.

The right is reserved to the Commission to cancel this order in the event the Buyer's license is suspended or revoked pursuant to the Atomic Energy Act of 1954.

The buyer agrees to indemnify the Government, the Commission, the operator of the AEC facility which supplies the material and/or services under this order, and their officers, employees, and agents against liability, including costs and expenses incurred, for infringement of any Letters Patent occurring in the course of the performance of any service for the buyer by the Commission and as a result of following specific instructions of the buyer in connection therewith, or occurring in the utilization by the buyer of any item procured hereunder; provided that insofar as such items are prepared or used in the performance of a Government contract, this indemnity agreement shall not apply unless such Government contract contains provisions indemnifying the Government against patent infringement.

The distributee will pay to the Commission interest at the rate of 6% per annum on all amounts due under this order and not paid within 30 days from date of invoice.